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6 **UNITED STATES DISTRICT COURT**  
7 **DISTRICT OF NEVADA**

8 ALEXANDRA SHERMAN

9 Plaintiff,

10 v.

11 NCSPLUS INCORPORATED

12 Defendant.

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Case No. 2:23-cv-1411

13 **COMPLAINT AND DEMAND FOR TRIAL BY JURY**

14 Comes now Alexandra Sherman (“Ms. Sherman” or the “Plaintiff”), by and through  
15 undersigned counsel, and as and for her complaint (the “Complaint”) against NCSPlus  
16 Incorporated (“NCS” or the “Defendant”) states as follows:

17 **Introduction**

18 1. This case concerns the Defendant’s violation of Section 1692, *et seq.* of Title 15  
19 of the United States Code (the “Fair Debt Collection Practices Act” or the “FDCPA”).

20 2. The Defendant herein acts as a traditional debt collector.

21 3. Despite being on notice that Ms. Sherman is represented by counsel, the Defendant  
22 has persisted in contacting Ms. Sherman directly, in an attempt to collect a disputed debt.

23 4. Suit is accordingly now brought to remedy this violation of the FDCPA.

**Parties**

5. Ms. Sherman is a natural person who is a citizen of the State of Nevada by virtue of her ongoing residency therein.

6. The Defendant is a Delaware corporation doing business in the State of Nevada.

**Jurisdiction & Venue**

7. This Honorable Court enjoys jurisdiction over the matter *sub judice* pursuant to the allowances of Section 1331 of Title 28 of the United States Code, as the sole cause of action enumerated herein arises under the laws of the United States.

8. This Honorable Court further enjoys jurisdiction over the matter *sub judice* pursuant to the allowances of Section 1292k(d) of Title 15 of the United States Code, as this is an action to enforce liability under the FDCPA.

9. Venue is properly laid in the Honorable Court pursuant to Section 1391(b) of Title 28 of the United States Code, as a substantial part of the events giving rise to the claims stated herein occurred through the Defendant's efforts to collect a putative debt in Clark County, Nevada.

**General Allegations**

10. In February 2021, Ms. Sherman leased an apartment – for her personal, residual use – from McKenna Property Management (“McKenna”), with McKenna, notwithstanding its titular designation as being a property manager, being listed as the “Owner” on the subject lease.

11. Thereafter, Ms. Sherman and McKenna negotiated an early termination of the lease, which Ms. Sherman relied upon in paying various termination-centric monies and vacating the property.

1           12.     Following Ms. Sherman's departure from the property, a dispute arose as to  
2 whether or not the lease had actually been terminated and whether or not Ms. Sherman is entitled  
3 to a refund of part or all of her security deposit.

4           13.     In an effort to adjudicate the dispute, Ms. Sherman brought suit, in the Eighth  
5 Judicial District Court, against McKenna, on June 20, 2022 (the "State Court Suit").

6           14.     McKenna was served with a copy of the complaint and a summons, in the State  
7 Court Suit, on June 24, 2022.

8           15.     McKenna filed an answer and counterclaim, in the State Court Suit, on July 22,  
9 2022.

10          16.     Ms. Sherman's complaint in the State Court Suit makes clear that she is  
11 represented by legal counsel.

12          17.     The answer and counterclaim, filed in the State Court Suit, acknowledges Ms.  
13 Sherman is represented by legal counsel in the certificate of service appended thereto.

14          18.     A prior debt collection firm employed by McKenna, upon receipt of a notice of  
15 dispute from legal counsel, wrote to Ms. Sherman, on April 14, 2022, indicating that it was  
16 cancelling collection efforts and returning its file to McKenna.

17          19.     Upon information and belief, McKenna thereafter engaged the services of NCS.

18          20.     NCS, acting as an agent of McKenna, would have been aware that (i) counsel  
19 corresponded with a prior debt collector, on behalf of Ms. Sherman; and (ii) counsel filed a lawsuit  
20 against McKenna, on behalf of Ms. Sherman.

21          21.     Despite Ms. Sherman being represented by counsel in connection with McKenna's  
22 efforts to collect a heavily-disputed debt, NCS wrote directly to Ms. Sherman, on September 12,  
23 2022, in an effort to collect the putative debt for McKenna (the "Collection Letter").

1           22.     The Collection Letter clearly states that NCS is acting “as agents for your  
2 creditor.”

3           23.     The Collection Letter indicates that NCS is a “collection agency.”

4           24.     The Collection Letter acknowledges the missive to be “an attempt to collect a  
5 debt.”

6           25.     The Collection Letter was sent to Ms. Sherman, and not to her counsel.

7                   **Count I – Violation of the Fair Debt Collection Practices Act**

8           26.     Ms. Sherman incorporates and realleges each and every foregoing paragraph of  
9 this Complaint as though fully set forth herein.

10          27.     The Defendant was, at all times relevant, a debt collector within the meaning set  
11 forth in Section 1692a(6) of Title 15 of the United States Code and was, further, at all times  
12 relevant, acting as a debt collector.

13          28.     Ms. Sherman is a consumer within the meaning set forth in Section 1692a(3) as  
14 she is a natural person allegedly obligated to pay a debt.

15          29.     The monies the Defendant has endeavored to collect from Ms. Sherman are a debt  
16 within the meaning set forth in Section 1692a(5) of Title 15 of the United States Code, as the  
17 alleged debt to McKenna is comprised of a putative rental obligation for a personal apartment.

18          30.     The Defendant was, at all times relevant, aware Ms. Sherman is represented by an  
19 attorney in connection with her alleged debt to McKenna, as Ms. Sherman’s counsel (i)  
20 corresponded with a prior debt collector engaged by McKenna; (ii) filed suit against McKenna;  
21 and (iii) caused the State Court Suit to be served on McKenna.

32. Neither Ms. Sherman nor her legal counsel gave the Defendant prior consent for the Defendant to communicate directly with Ms. Sherman, nor is it believed the permission of any court of competent jurisdiction was obtained by the Defendant.

## Jury Demand

Respectfully submitted,

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